

**INTERGOVERNMENTAL AGREEMENT  
REGARDING  
BORDER STRIKE FORCE BUREAU**

This Intergovernmental Agreement ("IGA") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Cochise County Sheriff's Office ("CCSO").

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of criminal syndicates', drug and human smuggling organizations, street gangs and transnational threats related to the U.S/Mexico border within Cochise County, through the cooperative efforts of DPS and the CCSO – Southeast Arizona Border Region Enforcement Unit, hereinafter referred to as "SABRE".

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952. CCSO is authorized and empowered pursuant to §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

**I. PARTICIPATION**

Utilizing Border Strike Force Bureau, hereinafter referred to as "BSFB," funds, DPS agrees to partially fund five (5) fulltime CCSO sworn officers (deputies). DPS and CCSO agree the five (5) CCSO officers will be assigned to SABRE/BSFB on a fulltime basis to perform the mission of SABRE/BSFB, as directed by CCSO, and DPS.

During this period of assignment, CCSO and DPS agree to allow said officers to maintain all benefits, rights, and privileges available to said officers as if he/she were assigned on a full-time basis to CCSO. The assigned officers must abide by all of the applicable rules and regulations of CCSO and are subject to its disciplinary process.

**II. REIMBURSEMENT**

DPS agrees to reimburse CCSO on a monthly basis (based upon DPS weekly time sheets completed by the officers) for seventy-five (75%) percent of payroll expenses of the officers related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workers compensation and social security at established rates, vacation and sick leave taken while working SABRE/BSFB.

Overtime compensation will be for SABRE/BSFB related joint operations only. There must be a minimum of 40 hours of SABRE/BSFB related work in order for DPS to reimburse for overtime in any given week. Based on DPS rules, DPS will reimburse CCSO for overtime compensation to its officers based on funding availability.

Monthly vacation or sick leave which accrues, but not used by the officers, will not be reimbursed. CCSO will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an on-

going investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the officers reporting to BSFB, CCSO agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse CCSO for salary raises or modifications to base salaries, unless CCSO submits such modification to DPS at least 60 days prior to the effective date of such modification.

CCSO agrees to provide to DPS by the 15<sup>th</sup> of each month a report of the previous month's SABRE/BSFB enforcement operations, investigations and statistics in the format specified by DPS.

All DPS approved travel expenses will be reimbursed directly to the officers by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA.

Any other equipment assigned to the officers for use during the assignment shall remain the property of the party that assigned the equipment.

### **III. IMMIGRATION**

All parties agree to comply with A.R.S. §§23-214 and 41-4401.

### **IV. NONDISCRIMINATION**

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

### **V. INDEMNIFICATION**

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

### **VI. DRUG FREE WORKPLACE**

Any officers assigned to BSFB will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the officers will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned officers who undergo testing. Officers may be removed from BSFB for failure to comply with the program or for failure to pass DPS drug screening requirements.

## **VII. RECORDKEEPING**

All records regarding the IGA, including the officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

## **VIII. FEES**

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

## **IX. JURISDICTION**

CCSO agrees to permit their officers to work outside of their regular jurisdictional boundaries.

## **X. ARBITRATION**

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

## **XI. WORKER'S COMPENSATION BENEFITS**

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, CCSO officers covered by the IGA shall be deemed to be employees of both agencies. CCSO, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment to BSFB.

## **XII. LIMITATIONS**

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

## **XIII. EFFECTIVE DATE/DURATION**

The terms of this agreement shall become effective upon the date the last signature is obtained and shall remain in effect until June 30<sup>th</sup>, 2017. Thereafter, the duration of this IGA shall be the fiscal year, July 1<sup>st</sup> through June 30<sup>th</sup>, and shall renew annually on July 1<sup>st</sup> for a period of time not to exceed five (5) years from July 1<sup>st</sup>, 2016.

Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to CCSO notifying them of termination of funding and cancellation of the IGA.

## **XIV. AVAILABILITY OF FUNDS**

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**XV. CANCELLATION**

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

**XVI. TERMINATION**

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

BSFB Commander  
Arizona Department of Public Safety  
P. O. Box 6638, Mail Drop 3700  
Phoenix, Arizona 85005-6638

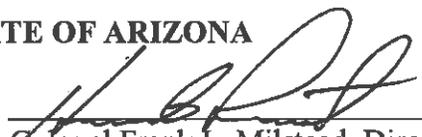
Sheriff Mark Dannels  
Cochise County Sheriff's Office  
205 North Judd Drive  
Bisbee, Arizona 85603

**XVII. VALIDITY**

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

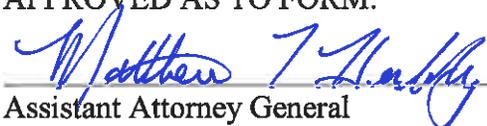
The parties hereto have caused this IGA to be executed by the proper officers and officials.

**STATE OF ARIZONA**

BY:   
Colonel Frank L. Milstead, Director  
Arizona Department of Public Safety

DATE: 8/2/16

**APPROVED AS TO FORM:**

  
Assistant Attorney General

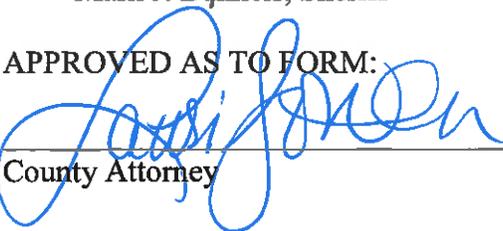
DATE: 7/27/16

**COCHISE COUNTY SHERIFF'S OFFICE**

BY:   
Mark J. Dannels, Sheriff

DATE: 8/15/16

**APPROVED AS TO FORM:**

  
County Attorney

DATE: 8/17/2016

**COCHISE COUNTY BOARD OF SUPERVISORS**

BY: \_\_\_\_\_  
Richard Searle, Chairman of the Board

DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Arlethe G. Rios, Clerk of the Board

DATE: \_\_\_\_\_



MARK BRNOVICH  
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL  
STATE GOVERNMENT DIVISION / TRANSPORTATION SECTION

DAWN NORTHUP  
DIVISION CHIEF COUNSEL  
MATTHEW T. HERLIHY  
ASSISTANT ATTORNEY GENERAL

July 28, 2016

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012016002764 (DPS IGA 2016-107), an Agreement between public agencies, the State of Arizona and the Cochise County Sheriff's Office, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

MARK BRNOVICH  
Attorney General

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MATTHEW T. HERLIHY  
Assistant Attorney General  
Transportation Section

MTH:rl:# 5227397  
Attachment